

REMARKS

Claims 21, 22, 58, 60, 68-72, 74-77, and 80 are pending, with claims 21, 58, 60 and 68 being independent. Independent claims 21, 60 and 68 have been amended to substantially incorporate the subject matter of claim 73. As noted previously, support for these amendments may be found in the specification at least at page 26, last paragraph. Independent claim 58 has been amended to clarify the claimed invention. Support for this amendment may be found in the specification at least at page 25, last paragraph. New claim 80 includes the subject matter of pending claims 69 and 71. Many of the remaining claims have also been amended to clarify the claim invention. Therefore, Applicants respectfully submit that the subject matter of the amendments is fully supported. Applicants respectfully request reconsideration of the application in view of the amendments and following remarks.

Interview

Applicants thank the Examiner for the courtesies extended during the in-person interview of August 31, 2006. Based upon this interview, where claims 21 and 58 were discussed, Applicants submit that the enclosed amendments and remarks are consistent with the substance of this interview.

103 (a) Rejection

Claims 21-24 and 68-75 have been rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,473,740 to Cockrill *et al.* ("Cockrill"). Claims 58-61 and 76-79 were rejected under 35 U.S.C. 103(a) as being unpatentable over Cockrill in view of the article "Ambalink Launches secure Online shopping in the UK."

Claim 21, and similarly claims 60 and 68, recites in part:

obtaining a first pre-authorization from the consumer billing authority that permits charging a predetermined amount to the consumer billing account; and

obtaining a second pre-authorization from the consumer billing authority within a predetermined period of time from said step of obtaining the first pre-authorization;

wherein said first pre-authorization expires at the end of said predetermined period of time.

Cockrill does not disclose or suggest these features. More specifically, Applicants respectfully submit that Cockrill does not disclose or suggest obtaining a first pre-authorization and then obtaining a second pre-authorization within a time period for the expiration of the first pre-authorization. A first pre-authorization expires after a predetermined period of time. The invention, as set forth in independent claims 21, 60 and 68, obtains a second pre-authorization within that predetermined time period so that when the first pre-authorization expires, the second pre-authorization is valid. As noted previously, Cockrill is concerned only with determining whether the total amount of the records exceeds a threshold value, based on transaction costs, and if so, generating a payment request. [see Cockrill, col. 13, lines 50-55] In Cockrill, once the threshold is exceeded a billing request is initiated. In contrast, independent claims 21, 60 and 68 are directed to obtaining a first pre-authorization that permits charging a predetermined amount, and then obtaining a second pre-authorization. The system disclosed in Cockrill is clearly different from the requirements of claims 21, 60 and 68. Therefore, since Cockrill does not disclose or suggest all the claimed limitations, the 35 U.S.C. 103(a) rejection of independent claims 21, 60 and 68, and claims depending therefrom, should now be withdrawn. Moreover, claims 22, 69-72, 74, and 75, which are dependant from one of independent claims 21, 60 and 68, are patentable for the same reasons.

Claims 58-61 over Cockerill in view of Ambalink

Independent claim 58 recites, in part:

- (6) comparing the transaction amount to a predetermined pass-through amount;
- (7) charging the transaction amount directly to a consumer billing account for each transaction for which the transaction amount equals or exceeds the predetermined pass-through amount;
- (8) aggregating each transaction for which the transaction amount does not equal or exceed the predetermined pass-through amount as part of the multiplicity of transactions;

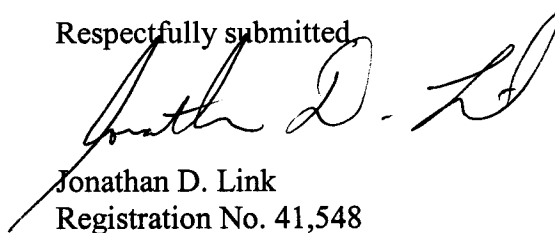
Applicants submit that neither Cockerill nor Ambalink, singly or in combination, disclose or suggest these claimed steps. Specifically, there is no disclosure either in Cockerill or Ambalink of comparing the amount of the transaction to a predetermined transaction amount and then either passing the transaction through to the consumer billing account for payment when the transaction equals or exceeds a predetermined amount, or aggregating the transaction if it does not meet or exceed the predetermined amount. Cockerill is only concerned with payment of the aggregated amounts, and does not describe this claimed pass-through steps. Moreover, Ambalink fails to remedy this deficiency in Cockerill. Because neither applied reference teaches or suggests the claimed invention, there is no proper combination of the applied art that can render unpatentable the invention recited in at least independent claim 58 and the claims which depend therefrom. The 35 U.S.C. 103(a) rejection of claim 58 should therefore be withdrawn. Moreover, claims 76, 77 and 80, which are dependant from independent claim 58, are patentable for the same reasons.

Claim 60 as amended has been addressed above in connection with claims 21 and 68. The disclosure of Ambalink also fails to disclose every step of this claim, and in particular fails to disclosure obtaining both a first pre-authorization and a second pre-authorization within the time period of the expiration of the first pre-authorization. Thus, Ambalink fails to remedy the deficiencies of Cockerill noted above. For the reasons set forth above, Applicants submit that 35 U.S.C. 103(a) rejection of claims 60 should now be withdrawn.

CONCLUSION

In view of the foregoing amendments and remarks, Applicants submit that all of the claims are distinguishable over the prior art of record and are now in condition for allowance. The Examiner is respectfully requested to pass the above application to issue. The Examiner is invited to contact the undersigned at the telephone number listed below, if needed. Applicant hereby makes a written conditional petition for extension of time, if required. Please charge any deficiencies in fees and credit any overpayment of fees to Attorney's Deposit Account No. 23-1951.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Jonathan D. Link", is written over the typed name and registration number.

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